

(APPENDIX)

AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT RIO ARRIBA COUNTY, NEW MEXICO
Effective December, 1, 2015

This Agreement for Inmate Health Care Services (hereinafter, the "AGREEMENT") entered into by and between the County of Rio Arriba, State of New Mexico, (hereinafter, the "COUNTY") acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the "BOARD") and Roadrunner Health Services (hereinafter, "RHS")

RECITALS

WHEREAS, the COUNTY is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Rio Arriba County Detention Center located at #2 Main Street, Building # 2, Tierra Amarilla, New Mexico 87575 (hereinafter, "JAIL"); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the JAIL (hereinafter, "JAIL POPULATION"), in accordance with applicable law; and

WHEREAS, the objective of the parties is to jointly operate common healthcare services at the JAIL; and

WHEREAS, the COUNTY has determined that contracting with RHS will, or is likely to, reduce health care costs, improve quality of care or access to care; and

WHEREAS, RHS is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the JAIL POPULATION under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

DEFINITIONS

CONTRACT YEAR - The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT.

COUNTY INMATES/DETAINEES - An INMATE DETAINEE held under the jurisdiction of the COUNTY. COUNTY INMATES/DETAINEES may be housed in the JAIL or in another jurisdiction's correctional facility. However, the provisions of this AGREEMENT do not cover COUNTY INMATES/DETAINEES housed in another jurisdiction unless RHS administers health care services at the other jurisdiction's facility and is specifically set forth below.

COVERED PERSON - An INMATE DETAINEE of the JAIL who is: (1) part of the JAIL's population; and (2) FIT FOR CONFINEMENT; and (3) (a) incarcerated in the JAIL; or (b) on work release status and is indigent.

DETAINEE -An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

FIT FOR CONFINEMENT - A determination made by a RHS authorized physician or HEALTH CARE STAFF, and/or Health- Trained JAIL Staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

HEALTH CARE STAFF -Medical, mental health and support staff provided or administered by RHS.

RHS CHIEF MEDICAL OFFICER - RHS's Chief Licensed or Certified Health Care Provider who is vested with certain decision making duties under this AGREEMENT.

INMATE - An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

NCCHC -The National Commission on Correctional Health Care.

SPECIALTY SERVICES -Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, but excluding services that are otherwise provided for in this AGREEMENT.

ARTICLE I

HEALTH CARE SERVICES

- 1.1 **SCOPE OF SERVICES.** RHS shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by RHS or the COUNTY as set forth in this Article.
- 1.2 **GENERAL HEALTH CARE SERVICES.** RHS will arrange and bear the cost of the following health care services:
 - 1.2.1 **HEALTH ASSESSMENT.** A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC standards.
 - 1.2.2 **SCHEDULED SICK CALL.** A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting.
- 1.3 **AMBULANCE SERVICE.** RHS shall arrange emergency ambulance services for COVERED PERSONS. Costs for ambulance services shall be responsibility of COUNTY, but any costs incurred by RHS will be billed to COUNTY as described in Exhibit B.
- 1.4 **BODY CAVITY SEARCHES COLLECTION OF PHYSICAL EVIDENCE.** RHS HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If RHS HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence and any associated staffing costs for HEALTH CARE STAFF to provide court related testimony. Costs incurred by RHS for court testimony related to this

paragraph will be periodically reconciled with the COUNTY pursuant to Paragraph 8.2.3. After collecting evidence, RHS HEALTH CARE STAFF shall turn the specimen over to the COUNTY or a court-designated representative for completion of chain-of- custody evidence.

- 1.5 DENTAL. RHS shall arrange medically necessary on-site dental services, including annual dental cleanings for inmates held for over 365 days, generally not to exceed one (1) eight (8) hour visit every month, or as needed. RHS shall arrange emergency dental services only if RHS's CHIEF MEDICAL OFFICER determines that such care is medically necessary. If the dental services cannot be rendered on-site, RHS shall arrange off- site dental services. Costs for off-site dental services shall be responsibility of COUNTY, but any costs incurred by RHS will be billed to COUNTY as described in Exhibit B.
- 1.6 DIALYSIS SERVICES - NOT COVERED. In the event that dialysis services are required for the JAIL POPULATION, RHS shall not be responsible for the provision or cost of such dialysis services.
- 1.7 ELECTIVE MEDICAL CARE - NOT COVERED. RHS shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as crude which, if not provided, would not, in the sole opinion of RHS's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.8 HOSPITALIZATION. RHS will arrange hospitalization related to medical services for a COVERED PERSON who, in the opinion of the treating physician and/or RHS's CHIEF MEDICAL OFFICER or designee, requires hospitalization. Costs for hospitalization services shall be responsibility of COUNTY, but any costs incurred by RHS will be billed to COUNTY as described in Exhibit B.
- 1.9 LONG TERM CARE - NOT COVERED. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long term care facility, RHS shall not be responsible for the provision or cost of any such care.
- 1.10 MEDICAL EQUIPMENT OVER \$100. In the event that the Parties mutually agree that medical equipment in excess of \$100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, RHS shall not be responsible for the cost of such medical equipment.
- 1.11 MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS. RHS shall provide medical supplies (i.e., alcohol prep pads, syringes, etc.) and equipment (i.e., thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of \$100 or less, but does not include office and paper supplies. Costs for such medical supplies and equipment incurred by RHS shall be billed to COUNTY as described in Exhibit B.
- 1.12 MEDICAL WASTE. RHS shall arrange for removing and properly disposing of medical

waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards. Costs for removing and properly disposing of medical waste material incurred by RHS shall be billed to COUNTY as described in Exhibit B.

- 1.13 MENTAL HEALTH CARE. RHS shall arrange and manage the provision of on-site mental health services for COVERED PERSONS, which shall include intake, evaluations, referrals, medication evaluation and prescription, crisis management, suicide intervention and continuity of care. Costs incurred by RHS shall be billed to COUNTY as described in Exhibit B. RHS shall not be responsible for the provision or cost of any off-site or inpatient mental health services.
- 1.14 OFFICE EQUIPMENT - NOT COVERED. RHS shall not be responsible for the provision or cost of any office equipment. The COUNTY shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 1.15 OFFICE SUPPLIES. RHS shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit. Costs incurred by RHS shall be billed to COUNTY as described in Exhibit B.
- 1.16 PATHOLOGY/RADIOLOGY SERVICES. RHS shall arrange all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a RHS physician for COVERED PERSONS. RHS shall arrange on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, RHS shall make appropriate arrangements for rendering offsite pathology and radiology care. RHS will arrange and coordinate with the COUNTY for the transportation for pathology and radiology off-site services. Costs for off-site pathology and radiology services shall be responsibility of COUNTY, but any costs incurred by RHS will be billed to COUNTY as described in Exhibit B.
- 1.17 PHARMACY SERVICES. RHS shall provide monitoring of pharmacy usage as well as a Preferred Medication List. RHS shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed RHS Certified Health Care Provider for a COVERED PERSON.
 - 1.17.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately Licensed or Certified Health Care Provider.
 - 1.17.2 PRICING. RHS shall bill COUNTY for prescription and OTC pharmaceuticals as described in Exhibit B.
- 1.18 PREGNANT COVERED PERSONS. RHS shall arrange on-site health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but RHS shall not arrange any health care services for infants. Off-site health care services for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES as set forth herein in Paragraph 1.19.
- 1.19 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON

requires SPECIALTY SERVICES. RHS shall arrange SPECIALTY SERVICES. RHS's authorized physician will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's professional opinion, it is deemed medically necessary. RHS's authorized personnel will make a recommendation and obtain approval from the COUNTY for SPECIALTY SERVICES prior to making arrangements for SPECIALTY SERVICES. RHS shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, RHS shall make appropriate off-site arrangements for rendering off-site care. In the event that SPECIALTY SERVICES are rendered off-site but do not require hospitalization, RHS will arrange only if the RHS CHIEF MEDICAL OFFICER or designee approves off-site SPECIALTY SERVICES. Costs for off-site specialty services shall be responsibility of COUNTY, but any costs incurred by RHS will be billed to COUNTY as described in Exhibit B.

- 1.20 VISION CARE -NOT COVERED. In the event that vision services are required for the JAIL POPULATION, RHS shall not be responsible for the provision or cost of such vision services.

ARTICLE II

HEALTH CARE STAFF

- 2.1 STAFFING HOURS. RHS shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. RHS reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operational needs to provide the health care services under this AGREEMENT.
- 2.1.1 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.
- 2.1.2 RHS shall provide or arrange for the provision of an on-call Physician and/or Nurse Practitioner available by telephone or pager, 24 hours per day and 7 days per week.
- 2.1.3 RHS's Health Services Administrator and a Mental Health Practitioner will be available by telephone or pager 24 hours per day and 7 days per week.
- 2.1.4 RHS shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of RHS, after such reasonable efforts have been made, shall not constitute a breach of this AGREEMENT.
- 2.2 STAFFING LEVELS. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by the COUNTY and RHS. Such agreements shall be in writing between the parties unless an emergency situation warrants a verbal agreement, which shall be subsequently documented in writing.
- 2.3 STAFF SCREENING. The COUNTY shall screen RHS's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure

they do not constitute a security risk. The COUNTY shall have final approval, which shall not be unreasonably withheld, of RHS's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance.

- 2.4 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the COUNTY becomes dissatisfied with any member of the HEALTH CARE STAFF, the COUNTY shall provide RHS written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, RHS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the COUNTY within ten (10) business days following RHS's receipt of the notice, RHS shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on RHS's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The COUNTY reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.
- 2.5 **BILLING FOR HEALTH CARE STAFF.** RHS will bill for HEALTH CARE STAFF monthly as described in Exhibit B.
- 2.6 **TELE-MEDICINE AND TELE-PSYCHIATRY SERVICES.** RHS will provide telemedicine supervision, management and oversight by a Family Nurse Practitioner (FNP), and tele-psychiatry patient care and medication management by a Psychiatric Nurse Practitioner / Psychiatrist. RHS will be responsible for installing and maintaining telemedicine equipment necessary to deliver telemedicine and tele-psychiatric services at no additional cost to COUNTY. RHS will bill for telemedicine and tele-psychiatry services as described in Exhibit B.

ARTICLE III **ADMINISTRATIVE SERVICES**

- 3.1 **UTILIZATION MANAGEMENT.** RHS shall provide utilization management services and administer medical claims processing for the offsite medical services pharmacy services administered by RHS, as set forth in Article I, on behalf of the COUNTY. RHS will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY apprised of its utilization management practices.
- 3.2 **HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING.** RHS shall conduct an ongoing health and mental health education and training program for the Deputies and Jailers in accordance with the needs mutually established by the COUNTY and RHS. Training shall be provided by methods and intervals determined by RHS.
- 3.3 **QUARTERLY REPORTS.** As requested by the COUNTY, RHS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.
- 3.4 **QUARTERLY MEETINGS.** As requested by the COUNTY, RHS shall meet quarterly, or as soon thereafter as possible, with the COUNTY, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other

matters, which both parties deem necessary.

- 3.5 **MEDICAL RECORDS MANAGEMENT.** RHS shall provide the following medical records management services:
- 3.5.1 **MEDICAL RECORDS.** RHS HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. RHS will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the COUNTY, as property of the COUNTY.
- 3.5.2 **COMPLIANCE WITH LAWS.** Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal policy statute or regulation.
- 3.5.3 **RECORDS AVAILABILITY.** As needed to administer the terms of this AGREEMENT, RHS shall make available to the COUNTY, unless otherwise specifically prohibited, at the COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.
- 3.6 **ELECTRONIC MEDICAL RECORDS SYSTEM.** RHS shall implement an electronic medical records (EMR) system, and will be responsible for all costs associated with its installation, operation and upkeep of the system for the term of this agreement, including any extensions. COUNTY shall make available to RHS its network and internet access to operate the EMR. RHS will begin implementation as soon as practical. Upon termination of this AGREEMENT, RHS will provide COUNTY with a data file including all electronic medical records in its possession. RHS shall bill COUNTY monthly for the EMR system as described in EXHIBIT B.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 **GENERAL.** Except as otherwise provided in this AGREEMENT, RHS shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.
- 4.1 **EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS.** RHS shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 **RELEASE FROM CUSTODY.** The COUNTY acknowledges and agrees that RHS is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the

custody of, or under the jurisdiction of, the JAIL. In no event shall RHS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releasees, parolees and escapees.

- 4.3 TUBERCULINE TESTING AND HEPATITIS VACCINATIONS. RHS will provide skin tuberculin testing for RHS and JAIL staff upon hire and on an annual basis, and will provide hepatitis vaccinations for RHS and JAIL staff upon hire. Supplies and serum shall be billed to COUNTY as described in Sections 1.11 and 1.17.

ARTICLE V
**PERSONS NOT COVERED OR PARTIALLY COVERED
UNDER THIS AGREEMENT**

- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. RHS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES. RHS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. RHS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, RHS shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. RHS shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. RHS shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.1 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. RHS shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by RHS under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or RHS authorized personnel, RHS shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.

- 6.2 **SERVICES BEYOND THE SCOPE OF THIS AGREEMENT.** Both parties understand and agree that there are certain occurrences both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and therefore outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or their employees, agents or contractors, which results in medical care for the JAIL POPULATION, JAIL staff, visitors, or contractors, RHS shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, RHS shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by RHS.

ARTICLE VII

COUNTY'S DUTIES AND OBLIGATIONS

- 7.1 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The COUNTY, JAIL, and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY shall implement policies and or procedures in compliance with such laws.
- 7.2 **COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE.** RHS shall identify to the COUNTY those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the COUNTY shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.3 **RECORD ACCESS.** During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the COUNTY shall provide RHS, at RHS's request, the COUNTY and/or JAIL's records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY or JAIL has control of, or access to, such records). RHS may request such records in connection with the investigation of, or defense of, any claim by a third party related to RHS's conduct or to prosecute a claim against a third party. Any such information provided by the COUNTY to RHS that the COUNTY considers confidential shall be kept confidential by RHS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the COUNTY.
- 7.4 **USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES.** INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either RHS or the COUNTY in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.

- 7.5 SECURITY OF THE JAIL AND RHS. RHS and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of RHS, as well as for the security of the JAIL POPULATION and COUNTY's staff, consistent with a correctional setting. The COUNTY shall provide security sufficient to enable RHS, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. RHS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the COUNTY while at the JAIL or other premises under the COUNTY's direction or control. However, any RHS HEALTH CARE STAFF, employee, agent and/or subcontractor may at any time refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. RHS shall not be liable for any loss or damages resulting from RHS's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.6 COUNTY'S POLICIES AND PROCEDURES. RHS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY's posted security Policies and Procedures, which impact the provision of medical services.
- 7.6.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by RHS at the JAIL, and RHS may make a reasonable number of copies of any specific section(s) it wishes using the COUNTY's photocopy equipment and paper.
- 7.6.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION, which has not been made available to RHS, shall not be enforceable against RHS unless otherwise agreed upon by both parties.
- 7.6.3 Any modification of the posted Policies and Procedures shall be timely provided to RHS. RHS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to RHS.
- 7.6.4 If any of the COUNTY's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY's representative and RHS shall review the COUNTY's Policies and Procedures and modify or remove those provisions that conflict with RHS's Jail Health Care Policies and Procedures.
- 7.7 DAMAGE TO EQUIPMENT. RHS shall not be liable for loss of or damage to equipment and supplies of RHS, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY's employees.
- 7.8 SECURE TRANSPORTATION. The COUNTY shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by RHS. RHS shall coordinate with the COUNTY for transportation to and from the off-site services provider or hospital.
- 7.9 OFFICE EQUIPMENT AND SUPPLIES. The COUNTY shall provide use of COUNTY-

owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities except as otherwise set forth in Paragraphs 1.13 and 1.14. At the termination of this AGREEMENT, RHS shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

- 7.10 **NON-MEDICAL CARE OF JAIL POPULATION.** It is understood that the COUNTY shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. RHS shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.11 **JAIL POPULATION INFORMATION.** In order to assist RHS in providing the best possible health care services to COVERED PERSONS, the COUNTY shall provide as needed, information pertaining to the COVERED PERSON that RHS and the COUNTY mutually identify as reasonable and necessary for RHS to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII **MANAGEMENT FEE**

- 8.1 **MONTHLY MANAGEMENT FEES.** COUNTY shall pay RHS a monthly management fee under this AGREEMENT as described in Exhibit B.

ARTICLE IX **TERM AND TERMINATION**

- 9.1 **TERM.** The term of this AGREEMENT shall be one (1) year from November, 1, 2015 at 12:01 a.m. through November, 1, 2016 at 11:59 p.m. This AGREEMENT shall automatically renew for additional one-year periods on July 1st of each subsequent year with mutually agreed upon increases unless this AGREEMENT is terminated or notice of termination is given as set forth in this Article.
- 9.1.1 **RENEWAL.** Upon each subsequent renewal of this AGREEMENT pursuant to Paragraph 9.1, the parties have agreed to an increase of CPI but not to exceed 4.0% of the annual amount as defined in Paragraph 9.1.1.1.
- 9.1.1.1 **CPI INCREASES.** A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index (as defined below) for the month which is four months immediately preceding the AGREEMENT renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index - All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

- 9.2 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.
- 9.2.1 Recognizing that termination for lack of appropriations may entail substantial costs for RHS, the COUNTY shall act in good faith and make every effort to give RHS reasonable advance notice of any potential problem with funding or appropriations.
- 9.2.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to RHS.
- 9.3 **TERMINATION DUE TO RHS'S OPERATIONS.** The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to RHS in the event that RHS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.4 **TERMINATION FOR CAUSE.** The AGREEMENT may be terminated for cause under the following provisions:
- 9.4.1 **TERMINATION BY RHS.** Failure of the COUNTY to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by RHS upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice the COUNTY shall have ten (10) days to provide a written response to RHS. If the COUNTY provides a written response to RHS that provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of RHS, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to RHS.
- 9.4.2 **TERMINATION BY COUNTY.** Failure of RHS to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice RHS shall have ten (10) days to provide a written response to the COUNTY. If RHS provides a written response to the COUNTY that provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the COUNTY, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the COUNTY.
- 9.5 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or RHS may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without

cause by giving ninety (90) days advance written notice to the other party.

- 9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay RHS for all services rendered by RHS up to the date of termination of the AGREEMENT regardless of the COUNTY's failure to appropriate funds.
- 9.6 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this AGREEMENT, RHS shall be allowed to remove from the JAIL any stock medications or supplies purchased by RHS that have not been used at the time of termination. RHS shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all RHS materials, documents or reports marked as confidential or proprietary.

ARTICLE X

LIABILITY AND RISK MANAGEMENT

- 10.1 **INSURANCE COVERAGE.** RHS shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.1.1 **MEDICAL MALPRACTICE PROFESSIONAL LIABILITY.** Medical Malpractice/Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3 000 000 in the aggregate.
- 10.1.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3 000,000 in the aggregate.
- 10.1.3 **WORKER'S COMPENSATION.** Worker's Compensation coverage as required by applicable state law.
- 10.2 **ENDORSEMENTS.** The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.3 **PROOF OF INSURANCE.** RHS shall provide the COUNTY proof of professional liability or medical malpractice coverage for RHS's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. RHS shall promptly notify the COUNTY, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If RHS fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY pursuant to the terms of Article IX.
- 10.4 **INDEMNIFICATION.** RHS agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of RHS, its agents, employees, or independent contractors in connection with the performance or non-performance of its

duties under this AGREEMENT. The COUNTY will be responsible for claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of its agents or employees in the performance of this AGREEMENT. The COUNTY agrees to promptly notify RHS in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY agrees that RHS's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to RHS as set forth above. Upon written notice of claim, RHS shall take all steps necessary to promptly defend and protect the COUNTY from an indemnified claim, including retention of defense counsel, and RHS shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.5 HIPAA. RHS the COUNTY, JAIL and their employees agents and subcontractors shall fully comply with, and shall implement all necessary policies and or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL, and their employees and agents shall indemnify and hold harmless RHS from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of RHS.

ARTICLE XI **MISCELLANEOUS**

- 11.2 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer-employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or methods by which RHS, its employees, agents or subcontractors perform hereunder, or RHS to exercise control or direction over the manner or methods by which the COUNTY, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 11.3 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that RHS is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements RHS may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this AGREEMENT. RHS shall engage Contract Professionals that meet the applicable professional licensing requirements and RHS shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that RHS may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this

AGREEMENT.

- 11.4 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY designates RHS as their agent to assert such rights and privileges.
- 11.5 EQUAL EMPLOYMENT OPPORTUNITY. RHS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. RHS will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.6 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.7 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that RHS is neither bound by or aware of any other existing contracts to which the COUNTY is a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.8 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of drought, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.9 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that RHS may assign its rights or delegate its duties to an affiliate of RHS, or in connection with the sale of all or substantially all of the stock, assets or business of RHS, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.10 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for RHS:

Roadrunner Health Services
David C. Montoya, Proprietor
7015 Santa Rachel St. NE
Albuquerque, NM 87113
Fax: (505) 344-1060

If for COUNTY:

Rio Arriba County Detention Center
Director
#2 Main Street, Building # 2,
Tierra Amarilla, New Mexico 87575
Fax: (575) 588-7791

Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above

- 11.11 **GOVERNING LAW.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of laws or rules of any jurisdiction.
- 11.12 **EXECUTION AUTHORITY.** By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.13 **SURVIVAL.** The following provisions will survive any termination or expiration of the AGREEMENT: Article VIII, Article IX and Article X.
- 11.14 **COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.15 **TITLES OF PARAGRAPHS.** Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.16 **SEVERABILITY.** In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.17 **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

EXHIBIT A: STAFFING PLAN

Roadrunner Healthcare Services will lower the cost significantly as planned:

Roadrunner Healthcare Services will staff full time nursing positions under the Baylor plan (nurses will work two 16 hour shifts = 32 hours/week and get paid 8 hours for a total 40-hour week. This will help with retention of nurses, discouraging nurses not to call off due to losing the extra 8 hours for that week plus their assigned shift pay requiring them to use sick call leave only. This will also avoid overtime by the nurses being able to adjust every week. Therefore, no overtime is accumulated; in less a nurse under the Baylor plan picks up an extra shift (overtime will not start till after the first 8 hours of work is completed then overtime will start to accumulate per Federal Laws). This will help decrease the overall cost for nursing services and limit very little agency nurse use. This will allow Roadrunner Health Services to maintain a consistent / regular staffing schedule. Roadrunner Health Services will utilize one full time HSA position, one full time RN position, one full time LPN position and One PRN RN/LPN position (with several RN/LPN nurses on our PRN pool) for 16 hours/week. This will give Rio Arriba County Detention Center continuity of care and will decrease the cost each month.

Roadrunner Health Services Nursing Schedule

Position	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
RN – HSA		16 hrs	16 hrs	(8 Pd)			
LPN - FT				16 hrs	16 hrs	(8 Pd)	
RN - FT	16 hrs	(8 Pd)					16 hrs
RN/LPN-PRN						16 hrs	
SEC - FT		8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	
Medical and Mental Health Providers							
Med Dir - FNP			6 hrs – minimum 3 hrs/wk				
Psychiatrist/ Psych - APNP					6 hrs – minimum 3 hrs/wk		

The Medical Director (FNP) and the Psychiatrist / APNP will get paid \$175.00/hour for TeleMedicine and TelePsych sessions (minimum of 3 hours/week) and \$125.00/On-Call per day

EXHIBIT B: FEES AND BILLING

RHS shall bill COUNTY for services provided under the Agreement as outlined in this Exhibit B. All services will be billed to COUNTY by RHS within 30-days following the month in which the costs are incurred by RHS, **except for the monthly management fee and fees for the EMR System**, which are to be paid by the COUNTY to RHS on or before the 1st day of the month of the month of service, as described in this Exhibit B.

HEALTH CARE SERVICES. RHS shall bill for any costs incurred in arranging for the following services at one hundred percent (100%) of the cost incurred, with no additional markup. References are to the Article and Section of this AGREEMENT.

- 1.3 AMBULANCE SERVICE
- 1.5 DENTAL
- 1.8 HOSPITALIZATION
- 1.11 MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS
- 1.12 MEDICAL WASTE
- 1.13 OFFICE SUPPLIES
- 1.14 PATHOLOGY/RADIOLOGY SERVICES
- 1.17 SPECIALTY SERVICES

PHARMACEUTICAL SERVICES. RHS shall bill for prescription and OTC pharmaceuticals at Average Wholesale Price (AWP) less 10% for branded pharmaceuticals and AWP less 70% for generic pharmaceuticals. RHS will provide to COUNTY a monthly analysis of medications administered, and AWP and price of each medication.

HEALTH CARE STAFF. RHS shall bill for HEALTH CARE STAFF at our full cost, including salary, benefits, taxes, Practitioners Malpractice Insurance and fees; plus Ten percent (10%) to cover recruiting, credentialing and other expenses. We will provide the COUNTY a monthly analysis by individual staff member, including hours and costs.

TELE-MEDICINE AND TELE-PSYCHIATRY SERVICES. RHS shall bill for TELE-MEDICINE AND TELE-PSYCHIATRY SERVICES at a rate of one hundred seventy-five dollars (\$175) per hour of service. We will provide the COUNTY a monthly analysis, including provider, hours and costs.

ELECTRONIC MEDICAL RECORDS SYSTEM (EMR). RHS shall bill COUNTY two thousand five hundred dollars (\$2,500) per month, with no additional fees. The first monthly amount is to be paid to RHS on the 1st day of the month following full implementation and testing of the EMR System. Each monthly payment thereafter is to be paid by the COUNTY to RHS on or before the 1st day of the month of the month of service.

MONTHLY MANAGEMENT FEE. The amount of the monthly management fee is Ten Thousand Dollars (\$10,000), plus applicable gross receipts tax. Each monthly payment shall be pro-rated for any partial months. The first monthly amount is to be paid to RHS on the 1st day of December, 2015 for services administered in the month of December, 2015. Each monthly payment thereafter is to be paid by the COUNTY to RHS on or before the 1st day of the month of the month of service.



EXHIBIT C: MANAGEMENT SUMMARY

<i>Rio Arriba County Detention Center Comprehensive Healthcare Management Summary</i>		
<i>Service Description</i>	<i>Included in Mgmt Fee</i>	<i>Additional Fees</i>
<i>On-Site Services</i>		
<i>Telemedicine supervision, management and oversight by FNP</i>		<i>\$175/Hour</i>
<i>Tele-psychiatry patient care and medication management by Psychiatric FNP</i>		<i>\$175/Hour</i>
<i>Medical and Mental Health Staffing Per Staffing Plan</i>		<i>Cost + 10%</i>
<i>Laboratory and X-Rays Services</i>		<i>Cost + 0%</i>
<i>Medical and Office Supplies</i>		<i>Cost + 0%</i>
<i>Medical Waste Removal</i>		<i>Cost + 0%</i>
<i>TB Testing for Custody Staff</i>		<i>Cost + 0%</i>
<i>On-Call Coverage by MD and/or FNP24/7</i>	✓	
<i>Administrative and Support Service</i>		
<i>Archonix Uniek EMR, Including All Coasts for Life of Contact (Monthly Fee)</i>		<i>\$2,500</i>
<i>Tailored, Comprehensive Policies and Procedures</i>	✓	
<i>Mental Health and Other Training for Custody Staff</i>	✓	
<i>Comprehensive Medical Malpractice Insurance (\$1mm/\$3mm) and Risk Indemnification</i>	✓	
<i>Clinical and Quality Oversight by Chief Medical Officer</i>	✓	
<i>Off-Site Services</i>		
<i>Comprehensive Utilization Management</i>	✓	
<i>Ambulance Services</i>		<i>Cost + 0%</i>
<i>Hospitalization, Emergency Room and Specialty Services</i>		<i>Cost + 0%</i>
<i>Off-Site Laboratory, X-Rays and Diagnostic Services</i>		<i>Cost + 0%</i>
<i>Dental Services</i>		<i>Cost + 0%</i>
<i>Pharmacy Services</i>		
<i>Pharmaceutical Management</i>	✓	
<i>Corrections-Specific Formulary</i>	✓	
<i>eMAR Integrated with Archonix Uniek EMR</i>	✓	
<i>Prescription Pharmaceuticals</i>		<i>Cost + 25%</i>
<i>Annual Management Fee and Coast Adjustments</i>		
<i>Monthly Management fee to cover all services marked with a checkmark in the service matrix.</i>		<i>\$10,000</i>
<i>Annual Increase in Management Fee and Telemedicine Fees After Year 1: Medical Care Services component of US Dept of Labor CPI, Not to Exceed 4%.</i>		

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Rio Arriba, New Mexico

By:

Title:

Date:

Roadrunner Health Services

By:



Title: Proprietor

Date: November 23, 2015

Roadrunner Health Services

7015 Santa Rachel Street NE

Albuquerque, NM 87113

roadrunnerhealthservices@outlook.com

New Mexico Tax ID # 03-331844-00-1

EIN # 47-5595440

David C. Montoya, Proprietor

Work/ Fax # (505) 344-1060

Cell # (505) 366-1184